

1 ROBERT W. O'CONNOR, ESQ. (CA #096547)  
2 MARY E. OLDEN (CA #109373)  
3 TODD M. BAILEY (CA#109519)  
4 McDONOUGH HOLLAND & ALLEN PC  
5 Attorneys at Law  
555 Capitol Mall, 9th Floor  
Sacramento, CA 95814  
Phone: 916.444.3900  
Fax: 916.442.2780

6 Attorneys for ST. PAUL FIRE AND  
7 MARINE INSURANCE COMPANY

8  
9 UNITED STATES DISTRICT COURT  
10  
11 EASTERN DISTRICT OF CALIFORNIA - FRESNO

12 ST. PAUL FIRE AND MARINE INSURANCE ) No. 1:05-cv-00063-AWI-LJO  
13 COMPANY, a Minnesota corporation with its )  
14 principal place of business in Minnesota, )  
15 Plaintiff, )  
16 v. )  
17 MAULDIN-DORFMEIER CONSTRUCTION )  
18 COMPANY, INC., a California corporation with )  
19 its principal place of business in California; )  
20 PATRICK K. MAULDIN, a California citizen, )  
21 individually and as trustee of THE PATRICK )  
22 AND VALERIE MAULDIN LIVING TRUST; )  
23 VALERIE MAULDIN, a California citizen, )  
24 individually and as trustee of THE PATRICK )  
25 AND VALERIE MAULDIN LIVING TRUST; )  
26 ALAN F. DORFMEIER, a California citizen, )  
27 individually and as trustee of THE 1993 )  
28 DORFMEIER FAMILY TRUST; MARY )  
EILEEN DORFMEIER, a California citizen, )  
individually and as trustee of THE 1993 )  
DORFMEIER FAMILY TRUST, )  
Defendants. )  
and related counterclaim )  
and related counterclaim )

STIPULATED ORDER EXTENDING TIME TO  
RESPOND TO COUNTERCLAIM

[No Hearing Required]

Having considered the agreement to the terms of this order by plaintiff and counterdefendant St. Paul Fire and Marine Insurance Company ("Plaintiff") and defendants and counterclaimants Mauldin-Dorfmeier Construction Company, Inc., Alan F. Dorfmeier and Patrick K. Mauldin ("Defendants"), through counsel, as is evidenced by the signatures of counsel below, having been informed that Plaintiff and Defendants stipulated in the ["Stipulation Extending Time to Respond to Counterclaim,"](#) filed August 15, 2005, to extend the time for Plaintiff to respond to the "Counterclaim for Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Negligence; Intentional Interference with Prospective Economic Advantage; Negligent Interference with Prospective Economic Advantage; Volunteerism; Breach of Contract re: General Indemnity Agreement, For Declaratory Relief and for Objection to Claims" (the "Counterclaim"), filed July 29, 2005, from August 22, 2005 to and including Augusts 26, 2005, and good cause appearing therefore, it is hereby

ORDERED, pursuant to Local Rule 6-144, that the time for Plaintiff to respond to the Counterclaim is extended from August 26, 2005 to and including September 8, 2005.

IT IS SO ORDERED.

Dated: August 29, 2005

/s/ Anthony W. Ishii

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UNITED STATES DISTRICT JUDGE